

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into by and among the California State Coastal Conservancy (“CSCC”), The Wildlands Conservancy (“TWC”), California Trout (“CalTrout”), L. D. O’Rourke Foundation (“LDOF”), and Russ Ranch & Timber Company LLC, L&K Russ Cattle and Ranch Company LLC, Jack Russ, Linda Russ, and Jay Russ (collectively, “Russ Parties”). CSCC, TWC, CalTrout, LDOF, and the Russ Parties are each sometimes referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

This Agreement is made with reference to and in consideration of the following facts and representations:

A. The Parties to this Agreement are the parties to a lawsuit styled *Jack Russ, et al. v. California State Coastal Conservancy, et al.*, Humboldt County Superior Court (Case No. CV170269) (“Action”), which challenges CSCC’s February 2, 2017 certification of the Final Environmental Impact Report (“EIR”) for the Eel River Estuary and Centerville Slough Enhancement Project (“Project”) and related Project approvals under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.* (“CEQA”).

B. On May 23, 2017, the Parties and their counsel attended the settlement conference required by Public Resources Code section 21167.8.

C. Based on discussions at the settlement conference and further discussions between the Parties and their counsel and technical consultants, each Party now desires to enter into this Agreement for the purpose of resolving all claims relating to the Action.

AGREEMENT

NOW, THEREFORE, in reliance on the above recitals, which are true and correct, and in consideration of the mutual covenants, conditions, and releases set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Boundary Survey. TWC and LDOF agree to a survey of the boundary between their properties in the Project area by Ronald Hunt, with each party to pay fifty percent (50%) of the cost of the survey. The survey is currently being conducted pursuant to Mr. Hunt’s proposal, attached hereto as Exhibit A, except that the starting point of the survey is at a surveyed point located outside the boundaries of the TWC and LDOF properties that is acceptable to both TWC and LDOF. TWC and LDOF agree (a) not to contest the boundary line identified in the survey, and (b) to meet and confer in a good-faith attempt to resolve any disagreements arising out of the newly established property line, prior to pursuing any remedies otherwise available, including equitable and legal remedies.

2. Technical Scope of Work to Facilitate Revised Drainage Easement.

(a) CSCC shall implement the Technical Scope of Work attached hereto as Exhibit B, including funding of the specified work to be performed by CSCC's consultant, GHD, in consultation with LDOF and the Russ Parties' consultant, O'Connor Environmental, Inc. ("OEI"). LDOF and the Russ Parties shall bear all costs associated with OEI's work, but shall have no responsibility for the costs associated with GHD's work or CSCC's obligations.

(b) All Parties shall cooperate in a good-faith effort to complete the Technical Scope of Work, with the goal of facilitating the preparation and implementation of a revised version of the October 20, 2008 drainage easement that currently addresses rights and obligations pertaining to properties owned and operated by TWC, LDOF, and the Russ Parties ("Drainage Easement"), attached hereto as Exhibit C.

(c) Each of CSCC's obligations under the Technical Scope of Work shall be completed by the dates specified therein, unless CSCC issues a Force Majeure Notification under Paragraph 21 of this Agreement, in which case the date of completion shall be set pursuant to the procedures set forth in Paragraph 21.

3. Future Compliance with CEQA. At least 60 days prior to initiation of Project construction, but no earlier than February 28, 2018, CSCC shall:

(a) evaluate all new information, changes to the Project, and changed circumstances since the date of certification of the Project EIR, including, without limitation:

- i. the completed survey of the boundary between the TWC and LDOF properties specified in Paragraph 1 of this Agreement, to the extent it impacts the ability to construct the Project solely on TWC's property, as currently planned and approved;
- ii. the results of the modelling and analysis prepared pursuant to the Technical Scope of Work;
- iii. any other new hydrologic/hydraulic modelling or analysis related to the Project; and
- iv. any proposed modifications or changes to the Project design or operations plan; and

(b) based on the evaluation specified in Paragraph 3(a), above, prepare a written determination as to whether a subsequent EIR, subsequent negative declaration, supplemental EIR, or an addendum should be prepared—taking into account relevant requirements of the CEQA statute, CEQA Guidelines sections 15162, 15163, and 15164, and judicial decisions interpreting the CEQA statute and Guidelines—and provide this written determination to LDOF and the Russ Parties, regardless of whether the determination is released for review by the general public.

After providing the written determination to LDOF and the Russ Parties specified in Paragraph 3(b), above, CSCC shall not be obligated to provide additional written determinations to LDOF and the Russ Parties unless CSCC concludes that applicable law requires it to prepare a subsequent EIR, subsequent negative declaration, supplemental EIR, or an addendum. Other

than preparing and providing the written determination(s) described above to LDOF and the Russ Parties, this Paragraph 3 does not impose on CSCC any legal obligations beyond what applicable law already requires.

4. Notice to LDOF and Russ Parties. CSCC shall promptly notify LDOF and the Russ Parties of any new hydrologic/hydraulic modelling or analysis related to the Project and any proposed modifications or changes to the Project design or operations plan. Such notice shall include copies of all relevant technical documents or, if the documents are voluminous, access to an electronic repository or file-share site where the documents may be viewed and downloaded.

5. Dismissal. Within 10 days of the date of execution of this Agreement by all Parties, LDOF and the Russ Parties shall file with the Humboldt County Superior Court a request for dismissal of the Action, with prejudice and as to the entire Action (all parties and all causes of action). LDOF and the Russ Parties shall request conformed copies of the dismissal as entered by the court clerk and shall provide such conformed copies to the other Parties promptly upon receipt.

6. Releases.

(a) Each Party, on its own behalf and on behalf of its officers, directors, employees, shareholders, parents, subsidiaries, affiliates, predecessors, successors, assigns, estates, heirs, agents, attorneys, consultants, insurers, and other representatives, hereby releases, acquits, and forever discharges all other Parties and their officers, directors, employees, shareholders, parents, subsidiaries, affiliates, predecessors, successors, assigns, estates, heirs, agents, attorneys, consultants, insurers, and other representatives from any and all claims, actions, causes of action, liabilities, obligations, demands, and losses which arise from or pertain to the alleged noncompliance with CEQA asserted in the Action with respect to the Project EIR and related Project approvals, including, without limitation, all equitable and injunctive relief, damages, penalties, fees (including fees of attorneys, experts, and others), costs, expenses, and any other sum incurred or claimed or which could have been claimed in the Action by any Party.

(b) It is understood and agreed by the Parties that the claims released in Paragraph 6(a) of this Agreement include all claims of every nature and kind whatsoever, whether known or unknown, suspected, or unsuspected, and all rights under section 1542 of the California Civil Code are hereby expressly waived. Section 1542 provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the Release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to the released claims, and the Parties agree that this Agreement, including, without limitation, the releases contained herein, shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

(c) Notwithstanding any other provision of this Agreement, the releases specified in Paragraph 6(a) of this Agreement shall not extend to any claims arising out of or related to:

- i. the Project's compliance with CEQA or other applicable local, state, and federal laws and regulations following certification of the Project EIR and related Project approvals on February 2, 2017;
- ii. the property boundary established between the TWC and LDOF properties, as identified in the survey specified in Paragraph 1 of this Agreement;
- iii. the existing Drainage Easement;
- iv. access to the TWC property over property owned by Harville Ranch, LLC, including access pursuant to the easement contained in the May 9, 1941 deed recorded on the properties;
- v. construction or operation of the Project in a manner that results in injury or damage to property, a taking of property, other impairment of property rights, or a flood, human health, or environmental hazard; or
- vi. enforcement of this Agreement.

7. No Admissions/Non-Admissibility of Agreement. This Agreement pertains to disputed claims and is a result of compromise. As such, it does not constitute and shall not be deemed an admission of liability by any Party or offered into evidence in any legal proceeding as proof of liability of any Party with respect to the Action or any claims released pursuant to Paragraph 6 of this Agreement. This Agreement shall not be offered or received into evidence in any action or proceeding for any purpose whatsoever, except in an action to enforce the provisions of the Agreement, or to preclude TWC or LDOF from contesting the boundary line identified in the survey specified in Paragraph 1 of this Agreement.

8. Successors and Assigns. This Agreement shall be binding on the Parties, their successors-in-interest and assigns, and successors-in-title to the parcels and other real property owned by TWC, LDOF, and the Russ Parties that are subject to the Drainage Easement and/or the provisions of Paragraph 1 of this Agreement. Within 30 days of the Effective Date, TWC, LDOF, and the Russ Parties shall each record this Agreement against the title to any parcel or other real property they respectively own that is subject to the Drainage Easement and/or the provisions of Paragraph 1 of this Agreement.

9. No Effect on Other Rights and Obligations. Except as specifically provided in this Agreement, this Agreement shall not affect any of the rights and obligations of the Parties, their successors-in-interest and assigns, or the successors-in-title to the properties owned by TWC, LDOF and the Russ Parties that are subject to the Drainage Easement and/or the provisions of Paragraph 1 of this Agreement. In particular, and without limiting the above provision, this Agreement shall not limit or affect:

- a. the rights and obligations of TWC and LDOF with respect to the boundary between their properties identified in the survey specified in Paragraph 1 of this Agreement;

b. the rights and obligations of parties under the Drainage Easement, or on the ability of those parties to pursue any remedies otherwise available, including equitable and legal remedies, with respect to that Drainage Easement; and

c. any rights that LDOF or the Russ Parties may possess, under CEQA or otherwise, to challenge either (i) CSCC's determination under Paragraph 3(b) of this Agreement, or (ii) the Project's compliance with CEQA or any other local, state, or federal law or regulation, based on facts arising after the date of certification of the Project EIR (February 2, 2017).

10. Legal Advice. Each Party represents that it has sought and obtained any legal advice it deems necessary from counsel and representatives of choice before entering into this Agreement and that this Agreement shall not be construed for or against any Party based on its participation in drafting this Agreement. Nothing in this Agreement shall be deemed to create a partnership, joint venture, or principal and agent relationship between or among any of the Parties.

11. Amendment. Neither this Agreement, nor any of its provisions, may be waived, modified, amended, or terminated except by an instrument in writing signed by the Parties, and then only to the extent set forth in such writing.

12. Severability. If any provision of this Agreement is deemed to be invalid, void, or illegal by a court of competent jurisdiction, such provision shall be construed and amended in a manner which would permit its enforcement, to the extent feasible, but in no event shall the validity of such provision affect, impair, or invalidate any other provision of this Agreement, and the remainder of this Agreement shall remain in full force and effect.

13. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties and supersedes any and all prior and contemporaneous agreements, negotiations, correspondence, understandings and communications of the Parties, whether oral or written, respecting the subject matter of this Agreement.

14. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California, without regard to choice-of-law principles.

15. Interpretation. This Agreement is the product of negotiation and preparation by and among each Party hereto and its respective counsel. Accordingly, this Agreement will not be deemed prepared or drafted by one Party or another, and should be construed accordingly.

16. Cooperation. Each Party agrees to make good faith, reasonable efforts to effectuate the purposes of this Agreement.

17. No Third-Party Beneficiaries. This Agreement does not create, and will not be construed to create, any rights enforceable by any person who is not a Party to this Agreement.

18. No Assignment. Except as provided in this Agreement, the obligations of the Parties under this Agreement may not be assigned, or otherwise transferred, except by operation

of law, without the prior written consent of the Parties, which consent shall not be unreasonably withheld. In no event shall any Party's approved assignment of any aspect of this Agreement relieve such Party of its obligations under this Agreement.

19. Enforcement. Before any action is filed in court to enforce this Agreement or resolve any disagreement or claim under the Agreement ("Dispute"), the Parties shall promptly meet and confer in good faith in an attempt to resolve the Dispute. If meet and confer efforts do not resolve the Dispute, the Dispute shall be submitted for mediation. If the parties cannot agree on a mediator, the Dispute shall be submitted to the Judicial Arbitration and Mediation Service ("JAMS"), with the mediator to be selected by JAMS. The mediation shall take place in Eureka, California, or another location mutually agreed by the Parties. If the Dispute is not resolved at mediation, any Party may file an action in Humboldt County Superior Court to enforce this Agreement with respect to the Dispute, to the fullest extent authorized by law and equity. The prevailing Party in any such action shall be entitled to an award of reasonable attorneys' fees and costs incurred.

20. Waiver and Estoppel. No waiver will be implied by delay or any other act or omission of a Party. No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party, and any such waiver shall not be deemed a waiver of any other provision or breach of this Agreement. No Party shall be estopped from enforcing any provision of this Agreement, unless the Party has agreed to such estoppel in a writing signed by the Party.

21. Force Majeure. A force majeure event is any event outside the reasonable control of a Party that causes a delay in performing actions required by this Agreement that cannot be cured by due diligence (including, for example, unilateral delay or inaction by another Party or a third party). Delay in performance of an action required by this Agreement caused by a force majeure event is not a failure to comply with the terms of this Agreement, provided that as soon as reasonably possible, but in any event no later than five days after the occurrence of the event, the Party invoking force majeure notifies the other Parties of the event, the steps that the invoking Party will take to perform the action, and the projected time that will be needed to complete the action ("Force Majeure Notification"). The Parties agree to promptly meet and confer in good faith concerning the Force Majeure Notification, and the invoking Party shall have the burden of establishing that it could not reasonably have been expected to avoid, and which by exercise of due diligence has been unable to overcome, the force majeure event. If that burden is met, the time for performance shall be extended for a reasonable period of time following the force majeure event. If a dispute arises under this paragraph, each Party shall have the right to seek enforcement as provided in Paragraph 19 of this Agreement.

22. Notices. All notices, requests, demands, or other communications made pursuant to this Agreement shall be in writing and shall be delivered to the following persons both (a) by personal service, overnight delivery, or first class mail (postage prepaid), and (2) by email:

To LDOF and/or Russ Parties:

L.D. O'Rourke Foundation
Attn: Don Hindley, Manager
P.O. Box 877
Ferndale, CA 95536
donhindley@frontier.com

and

Russ Family Parties/Entities
P.O. Box 1437
Ferndale, CA 95536
landjuss@gmail.com
juss@humboldt1.com
l2russ@aol.com

and

Donald Sobelman
Downey Brand LLP
455 Market Street, Suite 1500
San Francisco, CA 94105
dsobelman@downeybrand.com

To CSCC:

California State Coastal Conservancy
Attn: Michael Bowen
1515 Clay Street, 10th Floor
Oakland, CA 94612
Michael.bowen@scc.ca.gov
Jeannette.macmillan@scc.ca.gov

To TWC:

David Myers
The Wildlands Conservancy
Executive Headquarters
39611 Oak Glen Rd. Bldg. 12
Oak Glen, CA 92399
dm@twc-ca.org

and

Dan York
Wind Wolves Preserve
16019 Maricopa Highway
Bakersfield, CA 93311
dan.y@twc-ca.org

To CalTrout:

Darren Mierau
615 11th Street
Arcata, CA 95521
DMierau@caltrout.org

and

Walter "Redgie" Collins
360 Pine Street
San Francisco, CA 94104
rcollins@caltrout.org

Any changes of address or addressees for any Party shall be communicated in the manner described above for giving notices.

23. Captions/Headings. All captions and headings in this Agreement are inserted solely for convenience and shall not be deemed to restrict or limit the meaning of the text.

24. Authority to Execute Agreement. Each person signing this Agreement on behalf of an entity warrants that he or she has authority to execute the Agreement and to thereby bind the Party on whose behalf he or she is signing to the terms contained in this Agreement.

25. Counterparts and Electronic Signatures. This Agreement may be executed in duplicate or counterparts, each of which is deemed as an original. Electronic signatures and copies of handwritten signatures transmitted by facsimile, email, or other form of reproduction shall be deemed original signatures.

26. Effective Date. This Agreement shall become effective on the date on which the Agreement has been fully executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement below:

[SIGNATURES ON NEXT PAGE]

California State Coastal Conservancy


By: Samuel Schuchat
Executive Officer

Date:

California Trout

By: Curtis Knight
Executive Director

Date:

Russ Ranch & Timber Company LLC

By: Lane Russ

Date:

Jack Russ

Date:

Jay Russ

Date:

The Wildlands Conservancy

By: Dan York
Vice-President

Date:

L. D. O'Rourke Foundation

By: Don Hindley
Manager

Date:

L&K Russ Cattle and Ranch Company LLC

By: Lane Russ

Date:

Linda Russ

Date:

California State Coastal Conservancy

By: Samuel Schuchat
Executive Officer

Date:

California Trout

By: Curtis Knight
Executive Director

Date:

Russ Ranch & Timber Company LLC

By: Lane Russ

Date:

Jack Russ

Date:

Jay Russ

Date:

The Wildlands Conservancy

By: Dan York
Vice-President

Date: 11-15-2017

L. D. O'Rourke Foundation

By: Don Hindley
Manager

Date:

L&K Russ Cattle and Ranch Company LLC

By: Lane Russ

Date:

Linda Russ

Date:

California State Coastal Conservancy

By: Samuel Schuchat
Executive Officer

Date:

California Trout



By: Curtis Knight
Executive Director

Date:

Russ Ranch & Timber Company LLC

By: Lane Russ

Date:

Jack Russ

Date:

Jay Russ

Date:

The Wildlands Conservancy

By: Dan York
Vice-President

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L. D. O'Rourke Foundation

By: Don Hindley
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Date:

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By: Lane Russ

Date:

Linda Russ

Date:

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By: Samuel Schuchat
Executive Officer

Date:

California Trout

By: Curtis Knight
Executive Director

Date:

Russ Ranch & Timber Company LLC

By: Lane Russ

Date:

Jack Russ

Date:

Jay Russ

Date:

The Wildlands Conservancy

By: Dan York
Vice-President

Date:

L. D. O'Rourke Foundation


By: Don Hindley
Manager

Date:

11/8/2017

L&K Russ Cattle and Ranch Company LLC

By: Lane Russ

Date:

Linda Russ

Date:

California State Coastal Conservancy

By: Samuel Schuchat
Executive Officer

Date:

California Trout

By: Curtis Knight
Executive Director

Date:

Russ Ranch & Timber Company LLC

By: 
Lane Russ

Date:

Jack Russ

Date:

Jay Russ

Date:

The Wildlands Conservancy

By: Dan York
Vice-President

Date:

L. D. O'Rourke Foundation

By: Don Hindley
Manager

Date:

L&K Russ Cattle and Ranch Company LLC

By: 
Lane Russ

Date:

Linda Russ

Date:

California State Coastal Conservancy

By: Samuel Schuchat
Executive Officer

Date:

California Trout

By: Curtis Knight
Executive Director

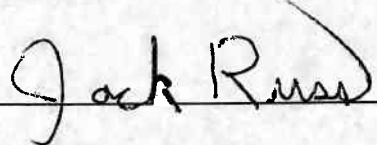
Date:

Russ Ranch & Timber Company LLC

By: Lane Russ

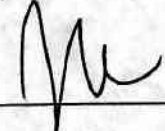
Date:

Jack Russ



Date: 11/10/17

Jay Russ



Date: 11/12/17

The Wildlands Conservancy

By: Dan York
Vice-President

Date:

L. D. O'Rourke Foundation

By: Don Hindley
Manager


Date:

L&K Russ Cattle and Ranch Company LLC

By: Lane Russ

Date:

Linda Russ



Date: 11/10/17

Exhibit A

Property Boundary Survey
L.D. O'Rourke Foundation and The Wildlands Conservancy

Location: Sections 20,21,29 and 32, T3N, R2W, HM - Centerville, CA. – Humboldt County, CA.

Purpose of Survey is to establish the property line between the O'Rourke and Wildlands property in the above Sections, show the relationship of this property line to tidegates, dikes, slough and any other features near this line. Prepare a Record of Survey and Record said map.

To accomplish this, the Southwest, Southeast and Northeast Section Corners to Section 29 need to be established. These section corners are needed and necessary to proportion and tie to and/or establish the starting points of the property boundary survey. Establishing these corners is especially difficult in that the original Government Surveyor in 1854 did not survey this area in a normal way because of the ocean, two rivers and all the wetlands. I propose to combine all the information that can be obtained from deeds, maps and any historical documents concerning these property lines and overlay it or compare it to historical and other points on the ground.

We have already started collecting information and can proceed to complete the project as fast as possible.

If a "not to exceed" figure is to be set, I think it needs to be \$30,000. There are numerous unknown factors and variables to be dealt with to get the correct results.

This proposal is effective through December 31, 2017.

Exhibit B

EXHIBIT B – TECHNICAL SCOPE OF WORK

- 1) CSCC shall complete the tasks identified in this Paragraph 1 no later than 10 days following the Effective Date, except as specified:

Using the existing MIKE FLOOD model developed by GHD, CSCC shall run scenarios with the 10-year storm event (inflow boundary conditions from BODR Figure 5-16) and the tide gates closed from the beginning of the simulation until 48 hours after the peak inflows have occurred. Evaluate the scenario for existing conditions and for proposed conditions with:

- a. Inner Marsh initial water level of 4-ft and 2.5-ft initial water level in and projected up-gradient from Cutoff Slough.
- b. Flooded terrain to 4-ft elevation in the Inner Marsh and upgradient areas.
- c. GHD may develop additional model scenarios at its discretion.

CSCC shall provide OEI with access to model, inputs and outputs, either through transmittal of model files or interactively during a virtual meeting between GHD and OEI staff, such that OEI may (a) review the underlying DEM and the structure of the flexible mesh used to define model elements, and (b) observe flow and flood dynamics as they vary in time through the model domain. Not subject to the deadline specified above, OEI shall have the option to obtain model files for additional review.

- 2) **A. Water Level Monitoring Stations: installation and pre-Project operation**

Within 30 days of the Effective Date, but no later than December 15, 2017, CSCC shall install and begin operation of Project water level monitoring stations (WLMSs) in locations C-F described in Exhibit D. The water level data from these WLMSs, and from the WLMSs already installed and operating in locations A and B in Exhibit D, shall be collected by CSCC and timely provided to LDOF and the Russ Parties, to establish a baseline correlation between existing water elevations at monitoring stations inside and outside the tide gates during the time period prior to Project operation.

B. Water Level Monitoring Stations: operation and maintenance during Project operation

CSCC shall continue to monitor, operate, and maintain the WLMSs specified in Paragraph 2(A), above, during Project operation, to document conditions and allow for analysis for evidence of changes in the correlation and/or depth or duration of inundation indicative of improving or worsening flooding conditions. The water level data collected from these WLMSs and any other Project WLMSs shall be timely provided to LDOF and the Russ Parties. CSCC's obligation under this Paragraph 2(B) with respect to the WLMSs in locations A-F described in Exhibit D (and any other Project WLMSs) shall terminate on June 1 of the 5th year following initiation of Project operation, unless otherwise extended or terminated by mutual agreement of the Parties. During Project operation and before Project operation, CSCC is only obligated to replace the WLMSs in locations A-F two times.

- 3) CSCC shall complete the following tasks identified in this Paragraph 3 no later than 20 days following the Effective Date:

CSCC shall prepare and provide to OEI three Project monitoring cross sections where sedimentation is most likely to occur along Russ Creek between the south property line and the proposed Russ Creek/Centerville Slough confluence, at least two cross sections in the upper 3,000-ft reach of the Western Drainage Ditch, and two cross-sections on the LDOF property where flows from Russ Creek could potentially cause sedimentation. The location of monitoring cross sections may be informed by modeling performed under Item 5 below.

EXHIBIT B – TECHNICAL SCOPE OF WORK

- 4) CSCC shall complete the tasks identified in this Paragraph 4 no later than 20 days following the Effective Date:

CSCC shall clarify the definition of the trigger thresholds of 25% change in channel geometry and 20% change in the marsh/floodplain by developing and providing OEI with a graphical example of a cross section along Russ Creek adjacent to the SMA comparing as-built conditions and a hypothetical depositional change of 25% in the channel and 20% in the SMA. CSCC shall develop and provide OEI with a second graphical example of a 20% change in the marsh/floodplain for a location in the Inner Marsh.

- 5) CSCC shall complete the tasks identified in this Paragraph 5 no later than 10 days following the Effective Date, except as specified:

CSCC shall develop a MIKE FLOOD model scenario for existing conditions and proposed Project conditions as described in Paragraph 1(a), above, but with a 25% depositional change in channel geometry in the 2,500-ft reach of Russ Creek below the south property line. CSCC shall provide OEI with access to model, inputs and outputs, either through transmittal of model files or interactively during a virtual meeting between GHD and OEI staff, such that OEI may (a) review the underlying DEM and the structure of the flexible mesh used to define model elements, and (b) observe flow and flood dynamics as they vary in time through the model domain. Not subject to the deadline specified above, OEI shall have the option to request model files for additional review. If the model scenario reveals significant increases in water levels or inundation extent upstream of the south property line, alternative lower percent changes shall be specified and modeled to determine an appropriate threshold of changed channel geometry.

Exhibit C

HUTR ACCOMD ~~#12597151~~

Recording Requested By and
When Recorded Return To:

Russ Ranch and Timber Company LLC
P. O. Box 1437
Ferndale, California 95536-1437

2008-24826-32
Recorded — Official Records
Humboldt County, California
Carolyn Crnich, Recorder
Recorded by RUSS RANCH & TIMBER
Rec Fee 100.00
Non-Conform 96.00
Add Names 2.00
Clerk: MM Total: 198.00
Oct 20, 2008 at 10:56

EASEMENT AGREEMENT

This Easement Agreement (this Agreement) is made as of August 18, 2008 by The Wildlands Conservancy, a California nonprofit public benefit corporation (TWC), and the Bertha Russ Lytel Foundation, a California nonprofit corporation (Lytel Foundation) for the benefit of Russ Ranch and Timber Company LLC, a California limited liability company, Joseph Russ IV and Karen Russ, husband and wife, as community property, Kathleen R. Christensen, a married woman as her sole and separate property, Joseph Lane Russ, who took title as Joseph Lane Russ, a single man, as to an undivided 1/2 interest, and Kathleen R. Christensen, who took title as Kathleen Lynn Russ, a single woman, as to an undivided 1/2 interest, Jack L. Russ, also known as Jack Russ, and Linda S. Russ, husband and wife, as community property, and Fern Cottage, Inc., a California corporation (collectively, Russ). TWC and Lytel Foundation are also referred to herein collectively as Grantors and Russ are also referred to herein collectively as Grantees.

RECITALS

A. TWC has just purchased certain real property situated in the County of Humboldt, State of California, as more particularly described in Exhibit A, attached hereto and incorporated herein by reference (TWC Property). Lytel Foundation is the owner of certain real property situated in the County of Humboldt, State of California, as more particularly described in Exhibit B, attached hereto and incorporated herein by reference (Lytel Foundation Property). With respect to both easements described herein the TWC Property and the Lytel Foundation Property are from time to time referred to herein collectively as the Servient Tenement.

B. Grantees own certain real properties (Russ Properties) which are situated at a generally higher elevation than the TWC Property and the Lytel Foundation Property. The Russ Properties are adjacent to each other and certain of the Russ Properties are adjacent to the TWC Property. The TWC Property is adjacent to the Lytel Foundation Property. The natural gradient is from the Russ Properties onto the TWC Property and onto the Lytel Foundation Property. The Russ Properties are described as more particularly set forth in Exhibit C, attached hereto and incorporated herein by reference, and, except to the extent those properties lie south of Centerville Road, are from time to time referred to herein collectively as the Dominant Tenement.

DM (1)

C. A water course drainage ditch (ditch) originates on or above the Russ Properties and passes from the Russ Properties onto, across and through the TWC Property and the Lytel Foundation Property, eventually flowing into an estuary of the Salt River. Grantees have been using this ditch to drain water from the Russ Properties onto, across and through the down gradient TWC Property and Lytel Foundation Property. Grantors also use this ditch as it is situated on the TWC Property and the Lytel Foundation Property. This ditch as it is situated on the TWC Property and the Lytel Foundation Property and as it is used there by Grantees is a subject matter of this Agreement and the rights granted herein with respect to this certain ditch shall be from time to time referred to herein as the Drainage Easement. The parties acknowledge that during the winter months diversions of water occur from Russ Creek onto areas of Grantors' and Grantees' properties.

D. A certain Flood Control Dike and associated flood control gates are situated on the Servient Tenement the purpose of which are intended to protect the TWC Property, the Lytel Foundation Property and the Russ Properties from the intrusion of sea water and from flooding. Grantees claim that they and Grantors' predecessors-in-interest have jointly maintained and repaired this dike and associated flood control gates. Grantees further claim that a failure to properly maintain and repair this dike and associated flood control gates could have an adverse effect on the Russ Properties. This dike and associated flood control gates as they are situated on the Servient Tenement are a subject matter of this Agreement and the rights granted herein with respect to this certain dike and associated flood control gates shall be from time to time referred to herein as the Flood Control Dike Easement.

E. Nothing herein shall be construed as TWC's representation or agreement that Grantees' past or present location, maintenance, or use of the ditch or dike and associated flood control gates complies with applicable state or federal laws or regulations.

AGREEMENT

NOW, THEREFORE, Grantors grant the Drainage Easement (as hereinafter defined) to Grantees, and Grantors grant the Flood Control Dike Easement (as hereinafter defined) to Grantees, under the following terms and conditions:

Section 1. Grant of Drainage Easement

Grantor TWC hereby grants to Grantees an easement for drainage described as follows: an area 50 feet to the East and 10 feet to the West of lines L7 through L13 as mapped on Exhibit E-1 ("Drainage Easement"). The legal description of the center line of said Drainage Easement is described on Exhibit D-1. Grantees shall not increase the width of the ditch as it presently exists within the Drainage Easement. If sand or silt enters the Drainage Easement from the west as to obstruct the Drainage Easement, Grantees may temporarily enter, if necessary, onto the Servient Tenement west of the Drainage Easement, for the sole purpose of removing such sand or silt. Grantees may annually clean the ditch of silt and when this is done, the silt will be placed on the east side of the Drainage Easement. In the event of a breach of the sand dunes to the west of the Drainage Easement, said Grantees may remove sand from the ditch and that

sand shall be placed on the west boundary of the Drainage Easement in the least environmentally damaging manner. The parties to this Agreement shall cooperate to keep the present water course or courses open and to maintain the flow of water from the end of the Drainage Easement to the flood control gates associated with the Flood Control Dyke as that area is shown on Exhibit E-1 and Exhibit E-2.

DM

Section 2. Drainage Easement Purpose

Drainage Easement Purpose means use of the Servient Tenement as is necessary for the purpose of drainage from the Russ Properties onto, across and through the TWC Property and the Lytel Foundation Property into the Drainage Easement and also into the area from line L6 as shown on Exhibit E-2 to the flood control gates associated with the Flood Control Dike.

Section 3. Character of Drainage Easement

The Drainage Easement is nonexclusive and appurtenant to the Dominant Tenement and includes the right of Grantees to use the Drainage Easement for the Drainage Easement Purpose, so long as the use of said easement does not impose an unreasonable burden on the Servient Tenement. "Unreasonable burden" in this regard means use of the Servient Tenement for a purpose other than drainage as provided for by this Agreement and shall not include any necessary maintenance, repair or improvement described in Section 9 of the Agreement.

Section 4. Flood Control Dike Easement

The Flood Control Dike Easement which is a subject matter of this Agreement is described as follows. The centerline of the Flood Control Dike Easement is described in Exhibit D-2. Exhibit E-2 map illustrates the centerline for the Flood Control Dike Easement as it is described in Exhibit D-2 and also describes the width of the easement which is 100 feet throughout the lengths of lines L37 through L43. The flood control gates associated with the Flood Control Dike are located in the area of line L36. Grantors hereby grant to Grantees an easement across and through a portion of the Servient Tenement, in course and in width as described above, and also including the flood control gates associated with the Flood Control Dike, to be known as the Flood Control Dike Easement, for the Flood Control Dike Easement Purpose, subject to all matters and encumbrances of record affecting the Servient Tenement. Grantors shall have no right to remove the flood control gates without Grantees' consent.

Section 5. Flood Control Dike Easement Purpose

Flood Control Dike Easement Purpose means the right of access to and the right to maintain and repair the Flood Control Dike and associated flood control gates on the Servient Tenement as is necessary for the purpose of protecting the Russ Properties from the intrusion of sea water and from flooding.

Section 6. Character of Flood Control Dike Easement

The Flood Control Dike Easement is nonexclusive and appurtenant to the Dominant Tenement and includes the right of Grantees to maintain and repair the Flood Control Dike and associated flood control gates on the Servient Tenement as is necessary for the purpose of protecting the Russ Properties from the intrusion of sea water and from flooding, so long as the use of said easement does not impose an unreasonable burden on the Servient Tenement. "Unreasonable burden" in this regard means use of the Servient Tenement for a purpose other than protecting the Russ Properties from the intrusion of sea water and from flooding as provided for by this Agreement and shall not include any necessary maintenance, repair or improvement described in Section 9 of the Agreement.

Section 7. Term

Subject to the conditions of this Agreement, the Drainage Easement and the Flood Control Dike Easement shall be easements in perpetuity for the benefit of Grantees, their successors and assigns.

Section 8. Consideration

In consideration of this grant of the Drainage Easement and this grant of the Flood Control Dike Easement, Grantees shall pay to Grantors the amount of Five Hundred Dollars (\$500) upon execution of this Agreement, by paying Two Hundred Fifty Dollars (\$250) to TWC and Two Hundred Fifty Dollars (\$250) to Lytel Foundation.

Section 9. Maintenance and Repair

Grantees shall have the right to enter upon the Servient Tenement, in the area of the Drainage Easement described in Section 1 of this Agreement where the centerline is illustrated as lines L7 through L13 on Exhibit E-1 and as so described on Exhibit D-1, for the purpose of inspecting the easement and also for the purpose of performing any maintenance, repair or improvement necessary for their efficient use of the easement. Grantees shall have the right to enter upon the Servient Tenement using roads designated by TWC for the purpose of inspecting the Flood Control Dike Easement, including the associated flood control gates, and also for the purpose of performing any maintenance, repair or improvement necessary with respect to the Flood Control Dike Easement, including the associated flood control gates, to protect the Russ Properties from the intrusion of sea water and from flooding. All such inspection, maintenance, repair and improvement activities undertaken by Grantees shall be at the sole cost of Grantees; provided, no party shall be required to spend more than \$50,000 during any calendar year. Notwithstanding foregoing, the costs of major repairs with respect to the Flood Control Dike and associated flood control gates shall be shared among Grantees and Grantors, based on acreage ownership, as follows: Russ shall pay 32.2%, Lytel Foundation shall pay 27.8% and TWC shall pay 40%. If there is a catastrophic event which seriously impairs or which destroys a substantial portion of the area of water flow from line L6 as shown on Exhibit E-2 to the flood control gates associated with the Flood Control Dike, then, subject to prior telephonic notice described below, Grantees shall have the right to enter upon this portion of Grantors' properties for the purpose of inspection and also for the purpose of performing any maintenance and repair

necessary for their efficient use of the easement; the costs of such work shall be borne by Grantees.

In doing any such activities under this Section 9 Grantees may bring onto and use upon and in the Servient Tenement such equipment and/or materials as approved by TWC, ~~which approval shall not be unreasonably withheld.~~

After any repairs to said easement, the surface will be graded smooth for hiking/bicycle use to or through the property described on Exhibit A.

Grantees must give TWC 48 hours' telephone notice prior to commencing any repairs, excepting only emergency repairs for which notice must be immediately given. TWC will provide Grantees with the telephone contact number.

Section 10. Insurance; Taxes

Grantees shall have no obligation to pay property taxes or provide insurance with regard to the Drainage Easement, the Flood Control Dike Easement, or the Servient Tenement whether the TWC Property, the Lytel Foundation Property or both of those properties. Provided, however, all work, repair, or other activities performed by Grantees on either easement, shall be fully covered by applicable Workers Compensation Insurance paid by Grantees.

Section 11. Relocation of Easement

At any time during the term of this Agreement, TWC, at its own cost, may contract engineering studies to find a more suitable method and location for the Drainage Easement through the Servient Tenement. As used herein, the word "suitable" means a location which corrects or improves any impacts on the environment caused by the current ditch and ditch easement location and which maintains the same drainage capacity from the Russ Properties onto, across, and through the down gradient TWC Property and the Lytel Foundation Property. If a more suitable method or location is found, TWC may move the drainage ditch at its sole expense and Grantors shall grant a replacement easement to Grantees. All parties to this easement document agree to execute a recorded amendment to this easement to accomplish said purpose. Grantees shall have the right to consult and recommend with respect to the selection of a different method or location of the Drainage Easement and in this regard TWC shall so advise Grantees when it commences any engineering studies.

Section 12. Restrictions on Use of Easements.

Grantees may not use, handle, store, transport, release, discharge or dispose of any insecticide, herbicide, or hazardous substance on the property described on Exhibit A or on or from either easement. "Hazardous substances" includes, without limitation:

(a) Those substances included with the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental law;

(b) Those substances listed in the U.S. Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency or any successor agency, as hazardous substances (40 CFR Part 302);

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is (1) a petroleum or refined petroleum product, (2) asbestos, (3) polychlorinated biphenyl, (4) designated as a hazardous substance pursuant to 33 USCA § 1321 or listed pursuant to 33 USCA § 1317, (5) a flammable explosive, or (6) radioactive material.

Neither Grantees, their agents, or invitees, may use either easement to fish or hunt any species; to recreate on or use the easements for any recreational purpose or activity; or leave the easement surfaces as defined herein to travel, hunt, fish, or recreate on Exhibit A.

In using, locating, improving, repairing or maintaining the ditch or the flood control dike and associated flood control gates within the easements herein granted, Grantees must comply with all local, state and federal laws and regulations applicable to said acts.

Section 13. No Removal Obligation

Upon any termination of this Agreement, Grantees shall have no obligation to remove any improvements constructed by them situated within the Drainage Easement or the Flood Control Dike Easement.

Section 14. No Impediment to Use

Grantors shall have the right to continue existing uses of the Servient Tenement, including use of existing fences and gates. Grantors shall be responsible for maintenance and repair of such fences and gates. Grantors shall not use or maintain their property in a manner that impairs Grantee's access to or use of either easement.

Section 15. Successors and Assigns

The provisions of this Agreement are intended to and shall run with the land and shall bind and be a charge upon Grantors and their successors and assigns for the benefit of Grantees and their successors and assigns.

Section 16. Indemnification

Grantees agree to indemnify Grantors, their agents, representatives, heirs, successors and assigns, against any and all claims, actions, damages, liabilities, costs or expense, attorney's fees or litigation costs, arising out of or in any way connected to Grantees' use of or activities with respect to the Drainage Easement or the Flood Control Dike Easement, or with respect to any allegation that Grantees' location, use or maintenance of said easements violates any state or federal law or regulation,

excluding therefrom claims, actions, damages, liabilities, attorney's fees, costs or expenses resulting from the negligence or willful misconduct of Grantors, their agents, representatives, heirs, successors or assigns.

Section 17. Litigation Expenses

If any party to this Agreement is involuntarily made a defendant or respondent in any action or proceeding arising out of or concerning this Agreement by reason of any act or omission of any other party to this Agreement, the other party shall hold harmless that party from all liabilities, obligations, losses, damages and expenses by reason thereof, including reasonable attorneys' fees, expert witness fees and all costs allowed by law. In any action or proceeding arising out of or concerning this Agreement or the rights or duties of any party hereto in relation to this Agreement, the prevailing party in such action or proceeding, in addition to such other relief as may be granted, shall be entitled to recover reasonable attorneys' fees, expert witness fees and all costs allowed by law.

Section 18. Notices

All notices given pursuant to this Agreement must be in writing and by personal delivery, United States Mail or established express delivery service, with postage or delivery charge prepaid, return receipt requested, and addressed to the person and address designated below:

| | |
|-----------------|--|
| If to Grantors: | <p>The Wildlands Conservancy 39611 Oak Glen Road Oak Glen, CA 92399</p> <p>Bertha Russ Lytel Foundation 452 Shaw Avenue Ferndale, CA 95536</p> |
| If to Grantees: | <p>Russ Ranch & Timber Company LLC P. O. Box 1437 Ferndale, CA 95536-1437</p> |

Section 19. Entire Agreement, Amendment and Effective Date

This Agreement constitutes the entire agreement between Grantors and Grantees relating to the Drainage Easement and the Flood Control Dike Easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Grantors and Grantees or their respective successors or assigns. This Agreement shall be effective upon the date it is recorded.

Section 20. Signature/Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.

GRANTOR:

THE WILDLANDS CONSERVANCY, a
California nonprofit public benefit corporation

By: David Myers
David Myers, Executive Director

GRANTOR:

BERTHA RUSS LYTEL FOUNDATION, a
California nonprofit corporation

By: Charles Lawrence
Charles Lawrence, President

By: Betty Diehl
Betty Diehl, Secretary

THIS INSTRUMENT IS DELIVERED TO THE
RECORDER'S OFFICE AS AN ACCOM-
MODATION BY HUMBOLDT LAND TITLE
COMPANY FOR PHYSICAL CONVENIENCE
ONLY. IT HAS NOT BEEN EXAMINED AS TO
ITS VALIDITY, EXECUTION OR ITS EFFECT
UPON TITLE, IF ANY.

GRANTEES:

RUSS RANCH AND TIMBER COMPANY LLC,
a California limited liability company

By: JOSEPH AND KAREN RUSS FAMILY
LLC, a California limited liability company,
Member

By: Joseph Russ IV
Joseph Russ IV, President

By: JACK AND LINDA RUSS FAMILY LLC, a
California limited liability company, Member

By: Jack L. Russ
Jack L. Russ, President

Joseph Russ IV
Joseph Russ IV

Karen Russ
Karen Russ

Kathleen R. Christiansen
Kathleen R. ~~Christensen~~ Christiansen

Joseph Lane Russ
Joseph Lane Russ

Jack L. Russ
Jack L. Russ, also known as Jack Russ

Linda S. Russ
Linda S. Russ

FERN COTTAGE, INC., a California
corporation

By: 

Joseph Russ IV, President

By: 

Virginia Connick Dwight, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of CALIFORNIA

County of HUMBOLDT

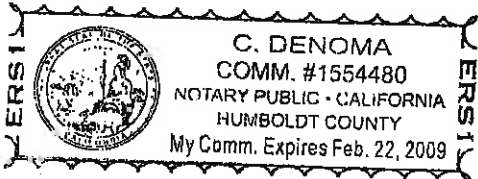
On Aug. 25, 2008 before me, C. DeNoma, Notary Public

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared *** DAVID MYERS ***

NAME(S) OF SIGNER(S)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

C. DeNoma

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the documents and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNED DESCRIPTION OF ATTACHED DOCUMENT

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

TITLE(S)

- ☐ LIMITED PARTNER(S)
- ☐ GENERAL PARTNER(S)
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

NUMBER OF PAGES

DATE OF DOCUMENT

- ☐ OTHER: _____

SIGNER(S) OTHER THAN NAMED ABOVE
SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

State of California
County of Humboldt

On September 4, 2008 before me, Amy A. Grutgen
a Notary Public, personally appeared Linda S. Russ
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

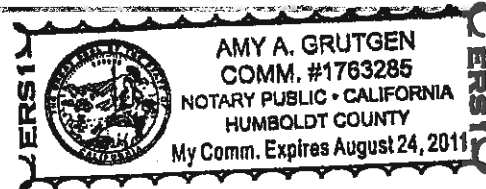
I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Amy A. Grutgen

My commission expires 08-24-2011



(This area for official notarial seal)

State of California
County of Humboldt

On Sept. 4, 2008 before me, Susan M. Galliani
a Notary Public, personally appeared Jack L. Russ

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

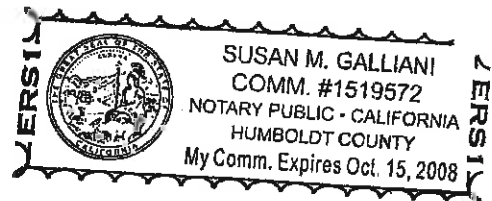
I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Susan M. Galliani

My commission expires: _____



(This area for official notarial seal)

State of California
County of Humboldt

On Sept. 5, 2008 before me, Amy A. Grutgen
a Notary Public, personally appeared Charles Lawrence

who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies) and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf
of which the person(s) acted, executed the instrument.

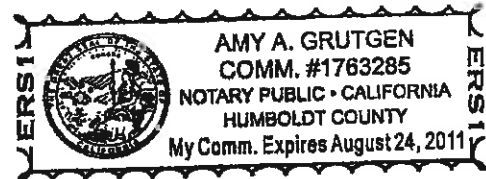
I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Amy A. Grutgen

My commission expires: 8-24-2011



(This area for official notarial seal)

State of California
County of Humboldt

On Sept. 8, 2008 before me, Kristi Renee Imperiale
a Notary Public, personally appeared Betty Diehl

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kristi Renee Imperiale

My commission expires: Nov. 28, 2010



(This area for official notarial seal)

State of California
County of Humboldt

On Sept. 12, 2008 before me, Susan M. Galliani
a Notary Public, personally appeared Joseph Russ IV and Karen Russ

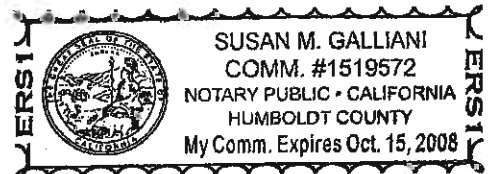
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Susan M. Galliani

My commission expires: Oct. 15, 2008



(This area for official notarial seal)

State of California
County of Humboldt

On Sept. 15, 2008 before me, Amy A. Grutgen
a Notary Public, personally appeared Kathleen R. Christiansen

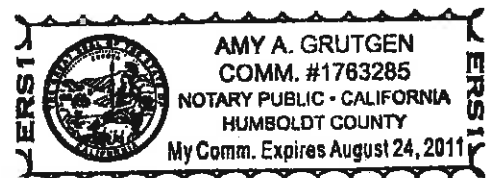
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy A. Grutgen

My commission expires: 8-24-2011



(This area for official notarial seal)

State of California

County of Humboldt

On Sept. 18, 2008 before me, Amy A. Grutgen
a Notary Public, personally appeared Joseph Lane Russ

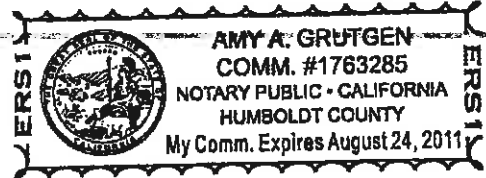
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy A. Grutgen

My commission expires: 8-24-2011



(This area for official notarial seal)

State of California

County of Humboldt

On Sept. 24, 2008 before me, Amy A. Grutgen
a Notary Public, personally appeared Virginia Connick Dwight

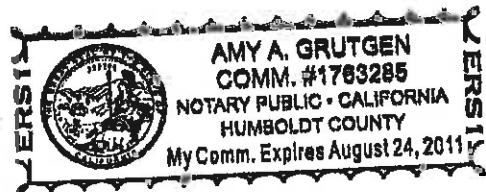
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy A. Grutgen

My commission expires: 8-24-2011



(This area for official notarial seal)

State of California

County of _____

On _____ before me, _____
a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

My commission expires: _____

(This area for official notarial seal)

(N)

EXHIBIT A

PARCEL ONE

Those portions of Swamp and Overflowed Land Survey No. 227, lying within a portion of Sections 20, 29 and 30, Township North, Range 2 West, Humboldt Meridian, described as follows:

BEGIN at meander corner of United States Government Survey situated 1.36 chains West of the corner common to Section 29, 30, 31 and 32 in Township 3 North, Range 2 West, Humboldt Base and Meridian;
running thence East on section line, 24.13 chains;
thence North, 2.16 chains;
thence East, 5.00 chains;
thence North 60 degrees East, 14.20 chains;
thence North 15 degrees East, 13.00 chains;
thence North 38 degrees East, 18.00 chains;
thence North, 11.90 chains;
thence North 12 degrees East, 22.00 chains;
thence North 25 degrees East, 31.00 chains, more or less, to a point which is 17.50 chains North of the South line of Section 20 in said township;
thence West on a line, 17.50 chains North of said section line, for a distance of about 31 chains to the United States Meander Line of the East side of sand spit, being the West boundary of the land patented by the State as Swamp and Overflowed Land Survey No. 227;
thence following said United States Meander Line of the East side of the sand spit Southerly through Sections 20, 29 and 30 of said township to the point of beginning.

Being the same as granted in Parcel Two of the Deed from Z. Russ Company, a corporation, to Edythe Russ Connick and Harris Russ Connick, dated May 9, 1941 and recorded December 8, 1941 in Book 253 of Deeds, page 155, under Recorder's File No. 6915, Humboldt County Records.

A.P. No. 100-121-04

PARCEL TWO

That portion of the South Half of the Southeast Quarter of Section 32, Township 3 North, Range 2 West, Humboldt Meridian, and those portions of Swamp and Overflowed Land Survey No. 35, and of Swamp and Overflowed Land Survey No. 228 and of Swamp and Overflowed Land Survey No. 253-1/2, lying within a portion of Sections 31 and 32, Township 3 North, Range 2 West, Humboldt Meridian, described as follows:

BEGIN at a point on the township line 9 chains West from the Southeast Quarter of Section 32, in Township 3 North, Range 2 West, Humboldt Base and Meridian;
running thence North parallel with the East line of said Section 32 a distance of 38.66 chains to a division fence at South boundary of what is called the Occidental Dairy;
thence along said division fence South 85 degrees West, 13.43 chains;
thence North 47-3/4 degrees West along fence line, 30.40 chains to centerline of a small slough;
thence along middle of said slough West, 2.30 chains;
thence continuing along same North 40 degrees West, 10 chains;
thence continuing along same North 14 degrees West, 14.85 chains to a point on the section line between Sections 29 and 32 of said township, distance 24.13 chains East of the United States Government Meander corner situated 1.36 chains West of the corner to Sections 29, 30, 31 and 32 in said township;
thence West, 24.13 chains to said government meander corner;
thence along the United States Meander Line South 35 degrees West, 3.70 chains;
thence South 12 degrees West, 7.93 chains;
thence South 49 degrees West, 2.95 chains;
thence South 14 degrees West, 3.69 chains;
thence South 24 degrees West, 30.46 chains;
thence South 28 degrees West, 8.50 chains;
thence South 24 degrees West, 11.34 chains;
thence South 22 degrees West, 19.38 chains to South boundary of said Section 31;
thence (leaving meander line) East on the township line, 107.37 chains to the place of beginning.

Being the same as granted in Parcel One of the deed from Z. Russ Company, a corporation, to Edythe Russ Connick and Harris Russ Connick, dated May 9, 1941 and recorded December 8, 1941 in Book 253 of Deeds, page 155, under Recorder's File No. 6915, Humboldt County Records.

A.P. No. 100-131-03

PARCEL THREE

The North Half of North Half of Northeast Quarter of Section 6 and the fractional North Half of Northwest Quarter of Section 6, Township 2 North of Range 2 West, Humboldt Base and Meridian.

Also any additional land in the North Half of Section 6 and Northwest Quarter of Northwest Quarter of Section 5 in said township, that lies within the following boundaries:

on the North by the township line;
on the West by the ocean shore;
on the South by land conveyed by Z. Russ Company to Joseph Russ and Sadie A. Russ by deed dated March 14, 1939 and recorded in the Recorder's Office of Humboldt County in book 238 of Deeds, page 439;
and on the East by said land conveyed to Joseph Russ and Sadie A. Russ and by the tract conveyed by Z. Russ & Sons Company to Eli C. Ericksen by deed dated September 7, 1897 and recorded in said Recorder's Office in Book 62 of Deeds, page 526.

Being the same as granted in Parcel Three of the deed from Z. Russ Connick, a corporation, to Edythe Russ Connick and Harris Russ Connick, dated May 9, 1941 and recorded December 8, 1941 in Book 253 of Deeds, page 155, under Recorder's File No. 6915, Humboldt County Records.

A.P. No. 100-143-01

D.M. (17)

EXHIBIT B

~~Those portions of Swamp and Overflowed Land Survey No. 227 and No. 231, lying within a portion of Sections 20, 21, 28, 29, Township 3 North, Range 2 West, Humboldt Meridian, described as follows:~~

BEGINNING at a point on the south line of said Section 29 distant 24.13 chains east of the meander corner of the United States Government Survey which is situated 1.36 chains west of the corner common to Sections 29, 30, 31 and 32 in said township;

thence north 2.16 chains;
thence east 5.00 chains;
thence north 60 degrees east, 14.20 chains;
thence north 15 degrees east, 13.00 chains;
thence north 38 degrees east, 18.00 chains;
thence north 11.90 chains;
thence north 12 degrees east, 22.00 chains;
thence north 25 degrees east, 40.00 chains;
thence north 57 degrees east, 20.00 chains;
thence east 7.26 chains to the west line of State Tide Land Survey No. 29;

thence south, along said west line, 25 chains;
thence following the left bank of Salt River upstream, as follows: south, 80 degrees west 23.26 chains, south 68 degrees west 5.50 chains, south 45 degrees west 8.23 chains, south 10 degrees west 10.00 chains, south 3.00 chains, east 5.11 chains, south 40 degrees east 5.00 chains, south 52 degrees east 10.00 chains, south 30 degrees east 5.00 chains, south 15.00 chains, south 24 degrees east 17.00 chains, south 45 degrees east 7.00 chains and east 6.00 chains to the northerly terminus of the most easterly boundary line of said Swamp and Overflowed Land Survey No. 231;

thence leaving Salt River, south, along said most easterly boundary line of Survey No. 231, a distance of 17.02 chains to the south line of said Section 28;

thence west along the south line of said Sections 28 and 29 a distance of 77.23 chains, more or less, to the point of beginning.

APN: 100-121-002

All the land embraced within the boundaries of State Tide Land Survey No. 29, situated in the southwest quarter of Section 21, Township 3 North, Range 2 West, Humboldt Meridian, described as follows:

BEGINNING at a post on the margin of the low water mark of the Salt River, 20 chains east and 11 chains north of the corner common to Sections 20, 21, 28 and 29 in said township;

thence north 28.50 chains to the low water mark on said River;

thence following the meanders of said low water mark, left bank upstream, as follows: south $64\frac{3}{4}$ degrees east 2.00 chains, south $55\frac{1}{2}$ degrees east 4.00 chains, south $45\frac{1}{2}$ degrees east 2.50 chains, south $30\frac{3}{4}$ degrees east 3.90 chains, south $16\frac{1}{2}$ degrees east 7.00 chains, south 3.00 chains, south 13 degrees west 2.40 chains, south 23 degrees west 2.00 chains, south $40\frac{1}{2}$ degrees west 3.50 chains, south $58\frac{3}{4}$ degrees west 5.50 chains and south $70\frac{3}{4}$ degrees west 2.93 chains to the point of beginning.

APN: 100-121-002

2008-24826-32

D.M. (18)

EXHIBIT C

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HUMBOLDT, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT B

That portion of the Southeast Quarter of Southeast Quarter of Section 6 In Township 2 North, Range 2 West, Humboldt Base and Meridian, bounded as follows:

BEGINNING at a point 10 links West from the Northeast corner of the Southeast Quarter of Southeast Quarter of said Section 6;
running thence South along the West line of the strip of land conveyed to Peter J. Peterson by Zipporah Russ and Mary E. Roberts by deed dated November 14, 1895, a distance of 14.10 chains to the public road known as Centerville Road;
thence South $55\frac{1}{4}$ degrees West along same 37 links;
thence North along the West line of strip of land conveyed to Zipporah Russ and Mary E. Roberts by Isabella Shaw by deed dated September 8, 1893, recorded in said Recorder's Office in Book 61 of Deeds, page 35, a distance of 14.38 chains;
thence East, $30\frac{1}{2}$ links to point of beginning.

Being the same as granted in Parcel Five in the deed from Z. Russ Company, a corporation, to Edythe Russ Connick and Harris Russ Connick, dated May 9, 1941 and recorded December 8, 1941 in Book 253 of Deeds, page 155, under Recorder's File No. 6915, Humboldt County Records.

A.P. No. 100-143-05

All that real property situated in the State of California, County of Humboldt, within Section 5 and 6, Township 2 North, Range 2 West, Humboldt Meridian, more particularly described as follows:

PARCEL ONE

Being all of the real property described as Parcel Three in a Grant Deed from the Bank of American National Trust and Savings to Edward D. Machado and Joanne T. Machado, husband and wife, as joint tenants, recorded in Volume 1036 of Official Records at Page 117, Humboldt County Records, and the portion of Parcel Two described in said Grant Deed lying North of the centerline of Centerville Road, Humboldt County Road No. 100, said centerline being further described as follows:

COMMENCING at the National Geodetic Survey Continuously Operating Reference Station (CORS) at Cape Mendocino, known by Point Identification Designation AF 9558 and designated as Cape Mendocino 1 CORS ARP, State Coordinate North 2,053,334.15 feet East, 5,894,790.98 feet, Epoch Date 2002.0;

thence North 21 degrees 52 minutes 1 second East, 52,522.77 feet to the Section Corner common to Sections 5, 6, 7 and 8, Township 2 North, Range 2 West, Humboldt Meridian, marked by a 1.5" brass capped iron pipe property stamped by LS 2820 dated 1990, as said monument was established in a survey recorded in Book 52 of Surveys, Page 99, Humboldt County Records;

thence North 46 degrees 30 minutes 57 seconds East, 1,001.52 feet to a point in the centerline of Centerville Road and the true point of beginning bearing South 81 degrees 12 minutes 42 seconds West, 20,487.63 feet from the High Precision Geodetic Network monument designated by the National Geodetic Survey as HPGN D CA 91 PA, Point Identification Designation (PID) AC 9251;

thence from said true point of beginning along the centerline of Centerville Road the following courses;

South 66 degrees 28 minutes 27 seconds West, 194.78 feet to an angle point in said centerline;

thence South 66 degrees 41 minutes 10 seconds West, 167.92 feet to an angle point in said centerline;

thence South 66 degrees 59 minutes 26 seconds West, 180.10 feet to a point of curvature in said centerline;

thence along a tangent curve to the right, concave to the Northwest, through a central angle of 2 degrees 39 minutes 50 seconds, radius of 2,160 feet, an arc distance of 100.43 feet to a point of reverse curvature in said centerline;

thence along a tangent curve to the left, concave to the southeast, through a central angle of 14 degrees 45 minutes 41 seconds, radius of 1,000 feet, an arc distance of 257.647 feet to a point in the centerline of said road and the terminus of said centerline description, said centerline terminus point bears North 16 degrees 14 minutes 45 seconds West, 331.19 feet from the section corner common to Section 5, 6, 7 and 8 described above.

PARCEL TWO

A twenty-foot wide easement for a well, pump, pressure tank and appurtenances thereto over, under and across following portions of said Parcel Two; the centerline of which is described as follow:

COMMENCING at the section corner common to Section 5, 6, 7 and 8, Township 2 North, Range 2 West, Humboldt Meridian, described herein;

thence North 9 degrees 55 minutes 01 second East, 387.41 feet to the point of beginning of said centerline of said twenty-foot wide easement;

thence North 10 degrees 04 minutes 22 seconds West, 26.1 feet, more or less, to the centerline of Centerville Road and the South line of the property described herein.

BASE AND BEARING

The bearings in this description are grid bearings based on the California Coordinate System of 1983 (CCS). The distances described herein are grid distances. To obtain ground distances, multiply grid distances by 1.00009273. To obtain true bearing, rotate grid bearing counterclockwise 1 degree 31 minutes 26.5 seconds. Convergence angle and combined scale factor were determined at the section corner common to Sections 5, 6, 7 and 8, Township 2 North, Range 2 West, described herein.

PARCEL THREE

The exclusive right to take all of the water from the well referred to in Parcel Two above.

Said description is pursuant to the certain Notice of Lot Line Adjustment and Certificate of subdivision Compliance, dated October 4th, 2002 and Recorded October 9, 2002, Instrument No. 2002-32963-5, Humboldt County Official Records.

APN: 101-011-013
100-142-010
100-143-006

The land referred to in this report is situated in the State of California, County of Humboldt, and is described as follows:

~~UNIT I~~

The fractional Southwest Quarter, fractional South Half of Northwest Quarter and the South Half of the North Half of the Northeast Quarter, all in Section 6, Township 2 North, Range 2 West, Humboldt Meridian.

UNIT II

The South Half of Northeast Quarter and Northeast Quarter of Southeast Quarter of Section 6, in Township 2 North, Range 2 West, Humboldt Meridian.

EXCEPTING THEREFROM, however, the portions bounded and described as follows:

- 1) BEGINNING at the Northeast corner of the Northwest Quarter of Southeast Quarter of Section 6;
and running thence North 22 links;
thence North 89 1/2 degrees West 20 chains 6 links;
thence South 39 links to the center of said Section 6;
thence East along quarter section line 20 chains 6 links
to the 1/8 section corner at the place of beginning.
- 2) BEGINNING at a point 22 links North of the Northeast corner of Northwest Quarter of Southeast Quarter of said Section 6;
and running thence south along the 1/8 section line 20
chains 23 links to a point, distant 9 links North of a 1/8
section corner;
thence East 22 links;
thence North 20 chains 23 links;
and thence West 22 links to the place of beginning.
- 3) BEGINNING at a point 40 1/2 links West of the Northeast corner
of Southeast Quarter of Southeast Quarter of said Section 6;
and running thence West along the 1/8 section line 19
chains 65 1/2 links to the 1/8 section corner;
thence North 9 links;
thence North 89 degrees 50 minutes East 19 chains 65 1/2
links;
and thence South 15 links to the place of beginning.

UNIT III

~~That parcel in Sections 5 and 8, in Township 2 North, Range 2 West,~~
Humboldt Meridian, described as follows:

BEGINNING at the Northwest corner of said Section 5;
and running thence North 89 degrees 36 minutes 13 seconds East
along the North line of said Section 5, a distance of 2284.26 feet;
thence South 3 degrees 13 3/4 minutes East 1338.35 feet;
thence South 89 degrees 52 minutes West 1040.38 feet;
thence South 14 minutes West 1482.14 feet;
thence South 26 minutes 40 seconds West 1597.99 feet;
thence South 55 degrees 19 1/2 minutes East 38.87 feet to the
center line of the county road;
thence along said center line, North 64 degrees 50 minutes
East 111.84 feet;
thence South 19 degrees 37 3/4 minutes East 1536.83 feet;
thence North 89 degrees 59 minutes 20 seconds West 1307.51
feet;
thence North 4 1/4 minutes West 2260 feet, more or less, to
the point of intersection of said last mentioned course with the
East line of the parcel of land heretofore conveyed to Mathilde
Petersen by Peter J. Petersen, by Deed dated January 4, 1939 and
recorded May 24, 1944, as Recorder's File No. 3053, Humboldt County
Records;
thence North along said East line to the Northeast corner of
said Petersen land;
thence South 89 degrees 55 minutes West along the North line
of the Petersen land to the Southwest corner of the Northwest
Quarter of Northwest Quarter of said Section 5;
and thence North 0 degrees 10 minutes 33 seconds East along
the section line 1326.61 feet, more or less, to the point of
beginning.

UNIT IV

PARCEL ONE:

The South Half of the Southeast Quarter and the Northwest Quarter
of the Southeast Quarter of Section 6, Township 2 North, Range 2
West, Humboldt Meridian.

EXCEPTING FROM said South Half of the Southeast Quarter those
portions thereof described in the Deed from Isabella Shaw to
Zipporah Russ and Mary E. Robarts, dated September 8, 1893 and
recorded July 15, 1897 in Book 61 of Deeds, page 35, being more
particularly described as follows:

- (a) BEGINNING 50 links North of the corner to Sections Five (5), Six (6), Seven (7) and Eight (8) in Township Two North, Range Two West, Humboldt Meridian;
and running thence North, along the section line, 4.63 ~~chains to the boundary line of the public road;~~
thence following the same South $55 \frac{1}{4}$ degrees West 6.71 chains;
thence South $81 \frac{3}{4}$ degrees East 5.57 chains to the section line and place of beginning.
- b) BEGINNING at the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section Six (6) in Township Two North, Range Two West, Humboldt Meridian;
and running thence South, along the section line, 14.10 chains to the public road;
thence along the same South $55 \frac{1}{4}$ degrees West 49 links;
thence North 14.38 chains;
thence East $40 \frac{1}{2}$ links to the $\frac{1}{8}$ section corner and place of beginning.

PARCEL TWO:

BEGINNING at the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 2 North, Range 2 West Humboldt Meridian;
and running thence North 22 links;
thence North $89 \frac{1}{2}$ degrees West 20.06 chains;
thence South 39 links to the center of said Section 6;
thence East along the subdivisional line 20.06 chains to the section corner and place of beginning.

PARCEL THREE:

BEGINNING 22 links North of the Northeast corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 2 North, Range 2 West, Humboldt Meridian;
and running thence South, along the $\frac{1}{8}$ section line 20.23 chains to a point situated 9 links North of a $\frac{1}{8}$ section corner;
thence East 22 links;
thence North 20.23 chains;
thence West 22 links to the place of beginning.

PARCEL FOUR:

BEGINNING $40 \frac{1}{2}$ links West of the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 6, Township 2 North, Range 2 West, Humboldt Meridian;
and running thence West, along the $\frac{1}{8}$ section line 19.65 $\frac{1}{2}$ chains to the $\frac{1}{8}$ section corner;
thence North 9 links;
thence North 89 degrees 50 minutes East 19.65 $\frac{1}{2}$ chains;
thence South 15 links to the place of beginning.

PARCEL FIVE:

~~The Northeast Quarter of the Northeast Quarter of Section 7,
Township 2 North, Range 2 West, Humboldt Meridian.~~

EXCEPTING all oil, petroleum, naphtha, asphaltum, and other substances containing or producing oil and all coal, minerals and mineral substances from that portion of said Northeast Quarter of Northeast Quarter, which lies South of the road and containing about 37 acres, as granted in the Deed from Isaac Patty to A.L. Hart, dated July 8, 1865 and recorded July 22, 1865 in Book "E" of Deeds, page 193.

PARCEL SIX:

A right of way within the Westerly 20 feet of that certain parcel of land excepted from parcel One above and described in Item (b) thereunder, as reserved in said Deed from Isabella Shaw to Zipporah Russ and Mary E. Roberts, dated September 8, 1893 and recorded July 15, 1897 in Book 61 of Deeds, page 35.

APN: 100-143-002
100-143-008
100-143-003
100-142-011
100-142-008
100-142-009
101-011-005
100-143-004
101-102-004

PARCEL ONE

All that portion of the Northeast Quarter of Section 5 in Township 2 North of Range 2 West, Humboldt Base and Meridian, which lies Northerly of the North line of the 60-acre tract conveyed by Z. Russ & Sons Company to Jeppe M. Jespersen, by Deed dated January 25, 1897 and recorded in the Recorder's Office of Humboldt County, California, in Book 59 of Deeds, page 485.

ALSO all that portion (if any) of the North Half of Northwest Quarter of said Section 5, that lies East of the East line of the tract of 70.61 acres conveyed to Eli C. Ericksen by Z. Russ & Sons Company, by Deed dated September 7, 1897 and recorded in said Recorder's Office in Book 62 of Deeds, page 526.

EXCEPTING THEREFROM that portion, described as follows:

BEGINNING on the North line of said Section 5, at a point distant thereon 9.00 chains West from the Northeast corner thereof;
and running thence West along the section line 26.90 chains;
thence South 2-1/2 degrees East, 1.15 chains;
thence North 89 degrees 53 minutes East, 26.90 chains;
and thence North 2-1/2 degrees West, 1.09 chains to the point of beginning.

Being the same as granted in Parcel One in the Deed from Bertha Russ Lytel to Edythe Russ Connick and Harris Russ Connick, dated May 9, 1941 and recorded December 8, 1941 in Book 253 of Deeds at page 186, under Recorder's File No. 6933, Humboldt County Records.

PARCEL TWO

A right to use a road in common with others who now or hereafter may be entitled to such use, as said road now exists and is used, paralleling the East line of Section 5 in Township 2 North of Range 2 West, Humboldt Meridian, and lying West of said section line and extending from the North line of the land conveyed to Jespersen aforesaid Southerly to the North line of the county road known as the Centerville Road.

APN 100-142-02

DESCRIPTION

That real property situate in the County of Humboldt, State of California, and described as follows:

PARCEL ONE

BEGINNING at a point 11.40 chains East and 60 links North of the Southwest corner of Section 33 in Township 3 North, Range 2 West of Humboldt Meridian;
running thence South 60 links to the Township line;
thence East on Township line, 28.60 chains, more or less, to the quarter section corner;
thence North on the quarter section line, to the Northeast corner of the Southwest Quarter of said Section 33;
thence West on quarter section line to a point 10.40 chains Easterly from the Northwest corner of said Southwest Quarter of Section 33;
thence Southerly on a straight line to the point of beginning.

PARCEL TWO

A non-exclusive right of way for ingress, egress and public utility purposes over a strip of land in Township 3 North, Range 2 West, Humboldt Meridian, described as follows:

BEGINNING at a point on the South line of said Township, located 60 links West of the Southwest corner of Section 33;
thence North 60 links;
thence East, parallel with the Township line, 12 chains to the West boundary of the land described in Parcel One above;
thence South along said West boundary 60 links to the Township line;
thence West along the Township line 12 chains to the point of beginning.

PARCEL THREE

The non-exclusive use, along with the Estate of Bertha Russ Lytel, deceased, and others of a right of way described as follows:

A right of way for road uses over the strip of land 40 links in width adjacent on the West to the East line of Section 5, in Township 2 North, Range 2 West, Humboldt Meridian, and extending from the North line of said Section 5 Southerly 24.58 chains more or less, to the North line of the land heretofore conveyed to Jespersen by Z. Russ & Sons company, said right being in common with others who are entitled to use said road and those who may hereafter become so entitled either by grant from Z. Russ Company or otherwise.

PARCEL FOUR

A right to use a road in common with others who now or thereafter may be entitled to such use as said road was conveyed to Bertha Russ Lytel from Z. Russ Company by Deed dated May 9, 1941, and recorded December 8, 1941 in Book 253, page 160 of Deeds, Records of Humboldt County, State of California; which said road parallels the East line of Section 5, Township 2 North of Range 2 West, Humboldt Meridian, and lying West of said Section line and extending from said North line of the Jespersen land Southerly to the North line of the County Road known as Centerville Road.

APN: 100-291-011

PARCEL ONE

The West half of the Southwest Quarter;
The West half of the Northwest Quarter; and
The Northeast Quarter of the Northwest Quarter of Section 4,
Township 2 North, Range 2 West, Humboldt Meridian;

Except, a portion of the west half of the Northwest quarter
of the Southwest quarter of section 4, Township 2 North, Range 2
West, Humboldt Meridian described as follows:

Beginning at a point on the section line between sections 4
and 5 of said township found South 2 degrees 50 minutes East,
3083.66 feet from the northwest corner of section 4 of said
township;

thence leaving said section line and running South 84
degrees 01 minutes 40 seconds East, 456.72 feet;

thence South 5 degrees 05 minutes 10 seconds West, 433.98
feet to the center of the traveled way of the Ferndale to
Centerville County road;

thence along the center of said traveled way North 87
degrees 08 minutes West, 393.5 feet to the aforementioned section
line;

thence North 2 degrees 50 minutes West, 460.66 feet along
said section line to the point of beginning, containing 4.34
acres, more or less.

Subject to the rights of Humboldt County in the above mentioned
County road.

PARCEL TWO

A strip of land, 20 feet wide, bounded as follows:

BEGINNING at the Northwest corner of the Southeast Quarter
of the Northwest Quarter of Section 4, Township 2 North, Range 2
West, Humboldt Meridian;

and running thence South along the West line of said
Southeast Quarter of Northwest Quarter and along the West line of
the Northeast Quarter of the Southwest Quarter of said section to
the center of the Centerville Road;

thence East 20 feet;

thence North parallel with the first course to the North
line of said Southeast Quarter of Northwest Quarter;

and thence West on that line 20 feet to the point of
beginning.

APN: 100-141-013
100-141-014
100-141-002

EXHIBIT D-1

~~Over that portion of the parcel of land described in Instrument Number 2005-44034-6, Humboldt County Records, that is situated in Sections 31 and 32, Township 3 North, Range 2 West, and Section 6, Township 2 North, Range 2 West, both in Humboldt Meridian, the centerline of said easement being more particularly described as follows:~~

BEGINNING at a point that is North 43 degrees 26 minutes 16 seconds West, 7,010.69 feet from the Southeast Section Corner to Section 32, Township 3 North, Range 2 West, Humboldt Meridian, as shown in Book 31 of Surveys, page 90, Humboldt County Records;


thence South 75 degrees 55 minutes 30 seconds West, 169.20 feet;
thence South 25 degrees 39 minutes 00 seconds West, 1,417.48 feet;
thence South 24 degrees 13 minutes 17 seconds West, 1,453.00 feet;
thence South 22 degrees 39 minutes 16 seconds West, 669.77 feet;
thence South 30 degrees 36 minutes 43 seconds West, 917.27 feet;

thence South 28 degrees 02 minutes 59 seconds West, 736.38 feet;

thence South 22 degrees 17 minutes 16 seconds West, 1,911.82 feet, more or less, to a point on the south line of the Northeast Quarter of the Northwest Quarter of Section 6, Township 2 North, Range 2 West, Humboldt Meridian, and on the north property line of the parcel of land described in Instrument Number 1998-33313-21, Exhibit G, Unit 1, Humboldt County Records, with said point being South 80 degrees 12 minutes 10 seconds West, 8,108.86 feet from said Southeast Section Corner to Section 32.

BASIS OF BEARING for this easement description is South 89 degrees 35 minutes 24 seconds East, 2,645.5-ft. between the Quarter Corner to Sections 6 and 7 and the Section Corner to Sections 5, 6, 7 and 8, per Book 52 of Surveys, page 99, Humboldt County Records.

END OF DESCRIPTION



Ronald D. Hunt
California Licensed Land Surveyor No. 4570
Expires - September 30, 2008

8/4/08
Date



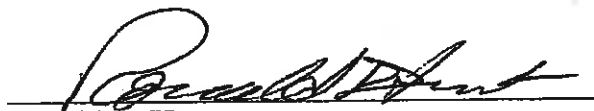
EXHIBIT D - 2

Over that portion of the parcel of land described in Instrument Number 2005-44034-6, Humboldt County Records, that is situated in Section 29, Township 3 North, Range 2 West, Humboldt Meridian, the centerline of said easement being more particularly described as follows:

BEGINNING at a point that is North 11 degrees 19 minutes 38 seconds West, 9,399.59 feet from the Southeast Section Corner to Section 32, Township 3 North, Range 2 West, Humboldt Meridian, as shown in Book 31 of Surveys, page 90, Humboldt County Records;
thence North 00 degrees 44 minutes 21 seconds West, 56.40 feet;
thence North 15 degrees 03 minutes 47 seconds East, 153.97 feet;
thence North 71 degrees 43 minutes 38 seconds West, 711.42 feet;
thence South 33 degrees 23 minutes 00 seconds West, 644.06 feet;
thence South 46 degrees 27 minutes 56 seconds West, 652.60 feet;
thence South 46 degrees 58 minutes 47 seconds West, 767.05 feet;
thence South 47 degrees 18 minutes 42 seconds West, 646.26 feet, said point being North 29 degrees 27 minutes 12 seconds West, 8,838.11 feet from said Southeast Section Corner to Section 32.

BASIS OF BEARING for this easement description is South 89 degrees 35 minutes 24 seconds East, 2,645.5-ft. between the Quarter Corner to Sections 6 and 7 and the Section Corner to Sections 5, 6, 7 and 8, per Book 52 of Surveys, page 99, Humboldt County Records.

END OF DESCRIPTION


Ronald D. Hunt
California Licensed Land Surveyor No. 4570
Expires - September 30, 2008

5/21/08
Date




Handwritten initials, possibly "D.M." and "G.W.", in the bottom right corner.

The purpose of this survey was to locate the dry-type sticks, slugs, and sheet piles in Ontario, Loyal Johnston, and New York and Timber Company, LLC properties.



Field the Indicate Line
1/4 Corner of Section 1 & 7 and
On Section Corner of 1-1-7-1
of 1872-1 1844-4
per Book 10 of Records, Page 10 and
Book of 1872-1 1844-4

2008-24826-32

RUSS RANCH AND TIMBER COMPANY, LLC
9304-93873-21

Approximate South line of
NE 1/4 of the NW 1/4 Sec. 5

JACK AND LINDA ROSS

Continuation of Exchange Offer on Common

| SIZE | PRICE | MSRP. DED. |
|------|--------------|------------|
| 12 | \$45.18 60% | \$15.06 |
| 14 | \$54.18 60% | \$18.06 |
| 16 | \$62.18 60% | \$20.54 |
| 18 | \$70.18 60% | \$23.03 |
| 20 | \$78.18 60% | \$25.52 |
| 22 | \$86.18 60% | \$28.00 |
| 24 | \$94.18 60% | \$30.48 |
| 26 | \$102.18 60% | \$32.96 |
| 28 | \$110.18 60% | \$35.44 |
| 30 | \$118.18 60% | \$37.92 |
| 32 | \$126.18 60% | \$40.40 |

Research and Analysis

| | | |
|------|------------|------|
| 1.14 | 522-17-157 | 522- |
| 1.15 | 521-28-477 | 477- |
| 1.16 | 521-44-397 | 144- |
| 1.17 | 527-08-427 | 108- |
| 1.18 | 520-07-287 | 168- |
| 1.19 | 521-07-397 | 144- |
| 1.20 | 100-01-037 | 047- |
| 1.21 | 520-12-487 | 401- |
| 1.22 | 527-07-387 | 307- |

Federal and accepted payment of credit as described herein.
 Application Form
 Certificate of Insurance With, Single, or Life
 Recent Information per Book 24 of Statutes, page 22
 Recent Information per Book 24 of Statutes, page 24
 Recent Information per Book 24 of Statutes, page 25
 Recent Information per Book 24 of Statutes, page 26-27
 Recent Information per Book 24 of Statutes, page 28
 Recent Information per Statutes 200-200-4

Reported to _____
 Recorder's Name _____
 Filed this _____ day of _____, 19____ at _____ in
 Book _____ of Surveys, of Page _____, Subdivision _____ Records, at the request of
 Donald E. Hunt, said Surveying & Mapping, Inc.
 Donald E. Hunt
 Donald E. Hunt Recorder
 By _____ Date _____

Only Surveyor's Statement.

This map has been compiled in accordance with Section 4206 of the Professional Land Surveyors Act. This _____ day of _____ 2005.

David J. Ryan
Registered Professional Surveyor

California Mineral Land Survey No. 012
Expiration: March 31, 2001

This map correctly represents a survey made by us or under our direction, in compliance with the requirements of the Professional Land Surveyors Act, at the request of
 Fortin & Son and Timber Company, LLC August of 2007.

Donald B. Ward
California Licensed Land Surveyor No. 4773
Expires: September 30, 1968



EXHIBIT E-

Record of Survey

HISB RANCH AND TIMBER COMPANY, LLC
Sections 28, 31, & 32, T28N-R27E, N.M.
Section 6, T28N-R27E, N.M.
Unincorporated Area of Humboldt County
State of California
Forest Surveying & Forestry, Inc.
Arcata, California
December 2007

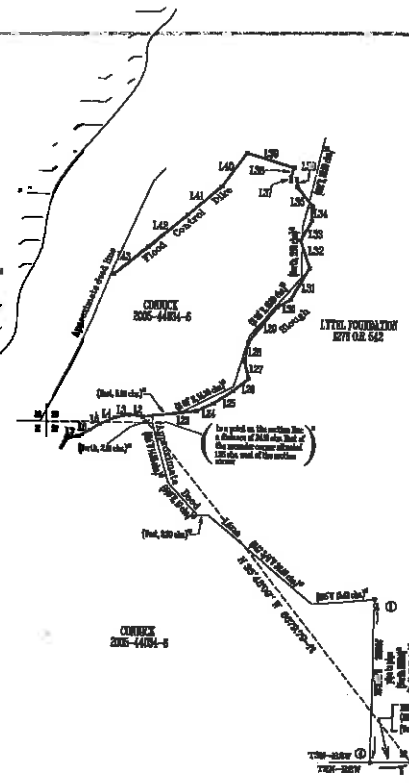
Page 1 of 2



Pacific Ocean

2008-24826-32

(32)



Centerline of Rough
on Church and Lytel Foundation

| LINE | BEARING | LENGTH, DIST. |
|------|--------------|---------------|
| 120 | S82°00'00" E | 78.5' |
| 121 | S82°00'00" E | 270.22' |
| 122 | S82°00'00" E | 34.50' |
| 123 | S82°00'00" E | 300.14' |
| 124 | S82°00'00" E | 250.15' |

Centerline of Rough
on Church and Lytel Foundation

| LINE | BEARING | LENGTH, DIST. |
|------|--------------|---------------|
| 125 | S82°00'00" E | 32.75' |
| 126 | S82°00'00" E | 170.12' |
| 127 | S82°00'00" E | 227.28' |
| 128 | S82°00'00" E | 688.05' |
| 129 | S82°00'00" E | 458.07' |
| 130 | S82°00'00" E | 3.04' |
| 131 | S82°00'00" E | 228.18' |
| 132 | S82°00'00" E | 3.04' |
| 133 | S82°00'00" E | 130.00' |

Centerline of Rough
on Church and Lytel Foundation

| LINE | BEARING | LENGTH, DIST. |
|------|--------------|---------------|
| 134 | S82°00'00" E | 58.47' |
| 135 | S82°00'00" E | 53.57' |
| 136 | S82°00'00" E | 70.45' |
| 137 | S82°00'00" E | 64.43' |
| 138 | S82°00'00" E | 852.87' |
| 139 | S82°00'00" E | 707.22' |
| 140 | S82°00'00" E | 848.25' |

- EXHIBIT-2
- Record of Survey
for
KORS RANCH AND VERNER COMPANY, LLC
Sections 29, 30, & 31, T24N-R27W, R1M
Section 4, T24N-R27W, R1M
Unincorporated Area of Humboldt County
State of California
Real Surveying & Forestry, Inc.
Arcata, California
December 2007
- Sheet 2 of 2

Exhibit D



Memorandum

November 2, 2017

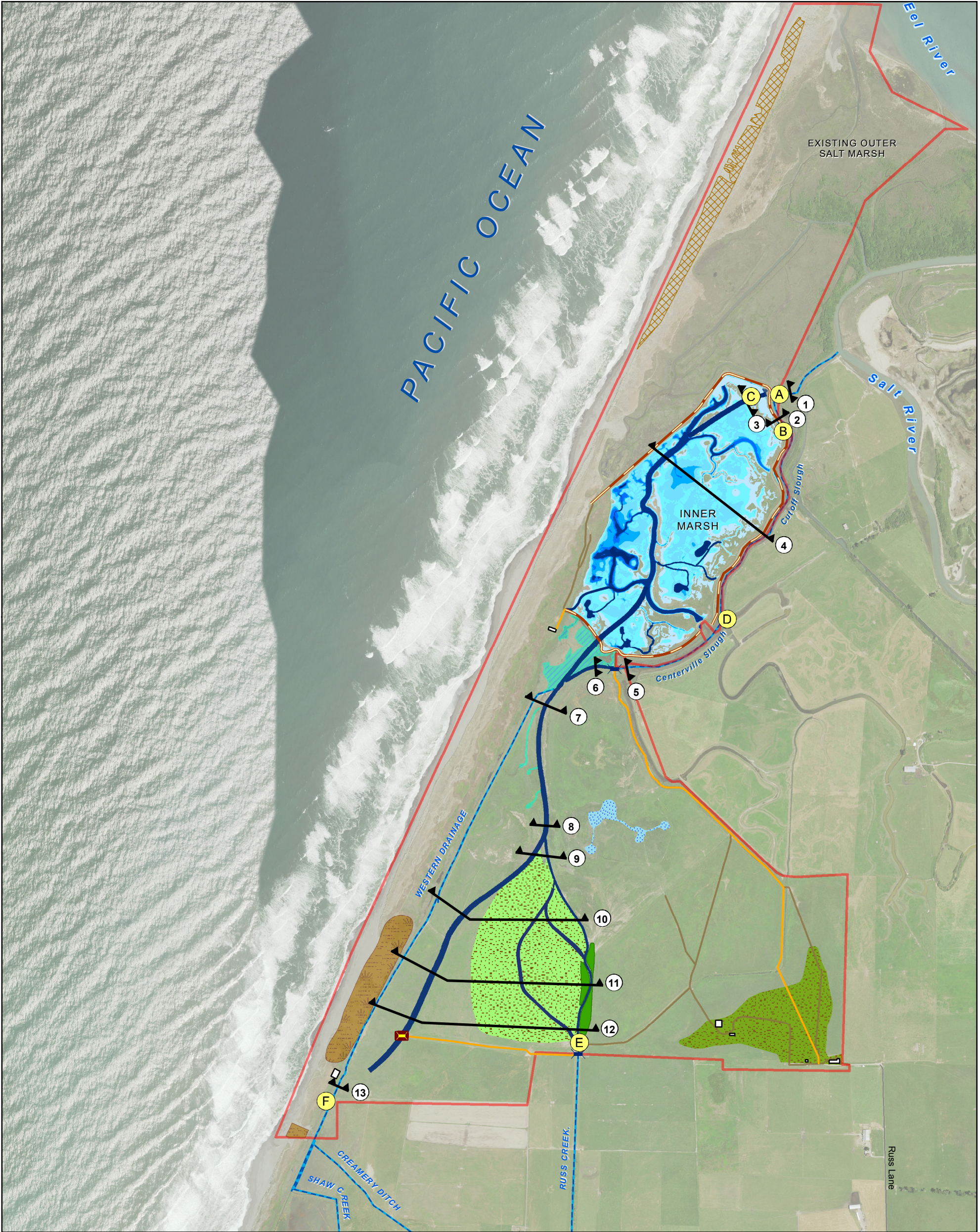
| | | | |
|---------|--|---------|--------------|
| To | Michael Bowen, California State Coastal Conservancy (CSCC) | | |
| From | Jeremy Svehla (GHD) | Tel | 707.443.8326 |
| | Greg Kamman (Kamman Hydrology & Engineering, Inc.) | | |
| Subject | Eel River Estuary and Centerville Slough Enhancement Project – Response to Exhibit B | Job no. | 11146300-02 |

This memorandum provides a summary response to Items 2 and 3 of Exhibit B – *Technical Scope of Work* for the Eel River Estuary and Centerville Slough Enhancement Project (Project) settlement agreement.

- 2) CSCC to provide written commitment to installation of Project water level monitoring stations in Russ Creek, the Western Drainage, and a slough on the LDOF property. Exact locations for these water level monitoring stations to be determined via consultation between the Parties and GHD/OEI, which shall include consideration of the feasibility of sites for installation and maintenance of equipment, including the need for any access agreements for proposed monitoring sites on LDOF and/or the Russ Parties' property. GHD will provide a proposal for three monitoring station sites on behalf of CSCC for review and concurrence by OEI on behalf of the Russ Parties and LDOF. To the extent feasible, these monitoring stations shall be in locations where water levels are expected to be influenced by a combination of both fluvial and tidal processes. The water level data from these monitoring stations would be collected to establish a baseline correlation between existing water elevations at monitoring stations in-side and out-side the tide gates. Monitoring of the proposed stations during Project operation would document conditions and allow for analysis for evidence of changes in the correlation and/or depth or duration of inundation indicative of improving or worsening flooding conditions.
- 3) CSCC to provide written commitment to including at least three Project monitoring cross sections where sedimentation is most likely to occur along Russ Creek between the south property line and the proposed Russ Creek/Centerville Slough confluence, at least two cross sections in the upper 3,000-ft reach of the Western Drainage Ditch, and two cross-sections on the LDOF property where flows from Russ Creek could potentially cause sedimentation. The location of monitoring cross sections may be informed by modeling performed under Item 5 below.

In response to Items 2 and 3, attached Figure A was developed in collaboration with The Wildlands Conservancy (TWC) and SCC and presented to OEI on October 13, 2017. Figure A depicts the proposed water level monitoring locations (yellow circles, A-F) and the proposed cross-section monitoring locations (white labels, 1-13), respectively. In regards to Item 2, water level monitoring at locations A and B have been ongoing and will continue post project implementation. Water level monitoring at locations C-F will commence prior to implementation and will continue post-project implementation. Access to the water level monitoring locations to retrieve data and conduct gage maintenance could be seasonally limited due to flood conditions prior to project implementation. These conditions and access are anticipated to improve post-project. In regards to Item 3, cross-section monitoring will commence following implementation and will be conducted in accordance to the frequency defined in the AMP, which is annually and during the dry season.

The proposed monitoring locations exceed the quantity requested in Exhibit B and are intended to inform management/maintenance practices as previously defined in the Project Adaptive Management Plan (AMP) for achievement of long-term comprehensive project goals. The data collected will be compiled and discussed in an annual report then shared with project stakeholders as part of the AMP process.



Existing Features

ERP Project Boundary

Buildings

Existing Drainage

Existing Access Route

Local Roads

Existing Bridge

Proposed Features

Proposed Bridge

Improved Access Road

Berm with Improved Access Road

#

Proposed Monitoring Cross-Sections

A

Proposed Water Level Monitoring

Channel Reestablishment

Primary Sediment Management Area

Upland for Sediment Reuse

Enhanced Freshwater Complex

Brackish Marsh Off-Channel Habitat

Non-Native Beach Grass Removal

Re-establish Dune Configuration

New Forested Riparian

Inner Marsh Seasonal Muted Tide Levels Elevation (NAVD 88)

< 2.5

< 3

< 3.5

< 4

< 4.5

< 5

010002000

Paper Size ANSI B

010002000

010002000

Feet

010002000

N

GHD

Eel River Estuary and Centerville Slough Enhancement Project

Proposed Water Level and Cross-Section Monitoring

Job Number 8410882

Revision 0

Date 18 Sep 2017

Figure A

N:\US\Eureka\Projects\Legacy\Projects\1000298 CalTrout\8410882 ERP Ecosystem Enhancement\08-GIS\Maps\Figures\EA_Project_Proposed_Monitoring_Cross-sections.mxd
718 Third Street, Eureka, CA 95501 USA T 1 707 443 8326 F 1 707 444 8330 W www.ghd.com.au
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Data source: NOAA; County of Humboldt; GHD designs; NAIP orthoimagery 2014. Created by:jclark2